

203-010071-027

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1. AGREEMENT BETWEEN THE MEMBER LINES OF THE CRUISE LINES INTERNATIONAL ASSOCIATION.
2. FEDERAL MARITIME COMMISSION NUMBER 10071.
3. THE GENERIC CLASSIFICATION OF THIS AGREEMENT IN CONFORMITY WITH 46 C.F.R. Section 572.104 IS A COOPERATIVE WORKING AGREEMENT AMONG PASSENGER CRUISE CARRIERS.
4. NOT APPLICABLE.
5. NONE.

(Supersedes last restatement dated March 8, 1989.)

NOTE: AGREEMENT NO. 10071 INCLUDES ALL
AMENDMENTS THROUGH NO. ~~{26,}~~ [27,] EFFECTIVE ~~{NOVEMBER 4, 1997}~~
[JULY 15, 1998]



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ARTICLE 3 - PARTIES TO THE AGREEMENT

The parties to this Agreement are:

AMERICAN HAWAII CRUISES
[Robin Street Wharf]
1380 Port of New Orleans Place
New Orleans, LA 70130-1890

BERGEN LINE, INC.
405 Park Avenue
New York, NY 10022

CARNIVAL CRUISE LINES
3655 NW 87th Avenue
Miami, FL 33178

CELEBRITY CRUISES, INC.
5201 Blue Lagoon Drive
Miami, FL 33126

COMMODORE CRUISE LINE~~{, LTD.}~~
4000 Hollywood Boulevard
Suite 385, South Tower
Hollywood, FL 33021

COSTA CRUISE LINES
World Trade Center Bldg.
80 SW 8th Street
Miami, FL 33130-3097

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CRYSTAL CRUISES
2121 Avenue of the Stars, Suite 200
Los Angeles, CA 90067

CUNARD
~~{LINE LTD.}~~ [6100 Blue Lagoon Drive, Suite 400]
~~{555 Fifth Avenue~~
~~New York, NY 10017}~~ [Miami, FL 33126]

DELTA QUEEN STEAMBOAT CO.
~~{Robbin}~~ [Robin] Street Wharf
1380 Port of New Orleans Place
New Orleans, LA 70130-1890

DISNEY CRUISE LINE
210 Celebration Place
Suite 400
Celebration, FL 34747-4600

FIRST EUROPEAN CRUISES
95 Madison Avenue, Suite 1203
New York, New York 10016

HOLLAND AMERICA LINE
300 Elliott Avenue West
Seattle, WA 98119
~~{MAJESTY CRUISE LINE~~
~~901 South America Way~~
~~Miami, FL 33132}~~

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MEDITERRANEAN SHIPPING CRUISES
420 Fifth Avenue
New York, New York 10018-2702

NORWEGIAN CRUISE LINE
~~{95 Merriek Way }~~ [7665 Corporate Center Drive]
~~{Coral Gables, FL 33134}~~ [Miami, FL 33126-1201]

ORIENT LINES, INC.
1510 S.E. 17th Street [, Suite 400]
Ft. Lauderdale, FL 33316

PREMIER CRUISES
~~{400 Challenger Road }~~ [901 South America Way
]
~~{Cape Canaveral, FL 32920}~~ [Miami, FL 33132-2073]

PRINCESS CRUISES
10100 Santa Monica Blvd.
Los Angeles, CA 90067

RADISSON SEVEN SEAS CRUISES
600 Corporate Drive, Suite 410
Ft. Lauderdale, FL 33334

REGAL CRUISES
~~{4199 34th Street South, Suite B103}~~ [300 Regal
Cruises Way]
~~{St. Petersburg, }~~ [P.O. Box 1329
Palmetto,] FL {33711} [34220]

ROYAL CARIBBEAN INTERNATIONAL
1050 Caribbean Way
Miami, FL 33132

ROYAL OLYMPIC CRUISES
1 Rockefeller Plaza, Suite 315
New York, NY 10020

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G. The Association may agree from time to time to establish cruise industry promotional, educational and travel agency training programs, including FAM trip programs offered on such terms as individual member lines desire, and may allow travel agents listed in the Association's Master List of Independent Travel Agents to participate in such programs at reduced rates.

[I. Member Cruise Lines may utilize the Association's seal, trademarks, intellectual property and other marketing, promotional or educational materials and information only in connection with the marketing and promotion of cruises of Member Cruise Lines, and for no other purpose. Member Cruise Lines may not sublicense, assign or provide such seal, trademarks or intellectual property, materials or information to any third parties, including affiliates or associates, without the Association's written authorization. The Association's seal, trademarks, intellectual property, materials and information may not be utilized to market or promote non-cruise products or services, including related travel industry products or services provided by Members, or their affiliates and associates. The Association may establish and modify rules applicable to Member Cruise Lines and affiliated travel agencies' use of the Association's seal, trademarks, intellectual property, materials and information.]

The Member Companies shall authorize individuals to file amendments to this Agreement or any other papers or documents related to this Agreement. At present, and until revoked, the Member Companies authorize the President of the Association to file on their behalf amendments to this Agreement or any papers or documents related to this Agreement.

A. Eligibility. Any company (as defined below) is eligible to be a Member provided it (1) is engaged in passenger liner or cruise ship marketing, within the scope defined in Article 4 hereof, on behalf of a

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company which operates, or demonstrates an intention in good faith to operate, within twelve (12) months of application, one or more cruise vessels carrying passengers on cruises of at least three days' duration, which vessels (a) are at least 2,500 gross registered tons or equivalent British Registered Tons, whichever is larger, and have a capacity of at least 100 passengers per voyage or (b) have a capacity of at least 80 passengers per voyage, are at least 150 feet overall length, and have a fleet capacity of at least 5,000 passengers per year; (2) generates (or is projected to generate) a minimum of twenty percent (20%) of its corporate cruise revenue from North American

sales; (3) maintains an office location and company representative in North America; (4) publishes its cruise brochure/sales materials in English with price statements in United States or Canadian dollars; and (5) meets the conditions stated below in this Article 7.

"Member Company" as used herein refers to a specific trade name under which a passenger liner or cruise ship (or ships) is operated and marketed. If the same entity or a parent, subsidiary, affiliate, branch or division thereof operates and markets such ships under more than one trade name, each such trade name operation must meet the qualifications for Membership. Those so qualifying will be granted separate Memberships.

No application shall be refused except for just cause and any such refusal shall be immediately reported to the Federal Maritime Commission with the reasons therefor. ["Just cause" shall include illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations on the part of any applicant for membership which are harmful to the cruise industry or the relationships between Member Cruise Lines and travel agencies or prospective passengers.]

B. Admission and Fees. New applicants for Membership which meet the foregoing qualifications will be accepted in the Association and become Member Companies upon signing a counterpart of this Agreement, providing certification of eligibility for membership, including evidence of the existence of a passenger vessel and ownership or operating rights to such vessel, and of the existence of a performance bond, and upon satisfying the financial obligations, as set forth from time to time in the Members Fee Schedule adopted by the Membership.

C. Expulsion and Withdrawal.

(1). No Member can be expelled except for failure to abide the terms and conditions of Membership in the Association [, or for just cause as defined in this Article].

(2). Upon recommendation by the Managing Committee, a Member Company may be expelled by majority vote at any duly convened Membership meeting for such failure, provided that thirty (30) days advance written notice shall have been given to such Member Company setting forth the intention to propose expulsion, the reasons therefor, and the right to appear and be heard at the meeting at which such expulsion shall be proposed.

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Any Member Company shall be free to act independently as to remuneration, choice, and commercial or other relationship with Independent Travel Agents, including those not on the Master List of Independent Travel Agents, without affecting full membership rights under this Agreement.

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APPENDIX A

TERMS AND PROVISIONS REGARDING
AFFILIATION OF INDEPENDENT TRAVEL AGENTS

[Independent Travel Agents which comply with the terms and provisions set forth in this Appendix A may become "Affiliated Agents" and be included on the Association's Master List of Independent Travel Agents. Affiliated Agents are not members of the Association, but shall have the rights and responsibilities set forth in this Appendix A and rules applicable to Affiliated Agents which the Association may adopt and modify from time to time.]

1. DEFINITION. For purposes of this Agreement, an Independent Travel Agent (hereinafter "Agent" or "Agency") is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services.

2. AGENCY FEES. An application fee of U.S. ~~{ $\$85.00$ }~~ [$\$80.00$] and an Annual Agency Fee of U.S. ~~{ $\$170.00$ }~~ [$\$219.00$], the levels of which may be changed from time to time by the Association, shall be collected for each location at the time of application. Agencies notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; agencies notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Agency Fees (non-refundable) shall be collected for each location on or before the commencement of each fiscal year and the Association shall thereafter promptly give notice to any Agency from whom it has not received an Annual Agency Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Agency concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to the Association the amount of such payment, plus a sum equal to one-half the Annual Agency Fee; said sum being acknowledged by the Association and the involved Agency as constituting liquidating damages for such delinquency to be applied because the amount of actual damages would be difficult if not impossible to ascertain.

3. CONSIDERATION OF APPLICATION. An applicant for listing shall submit a completed application, in a form prescribed by the Association, and tender payment of the application fee and the Annual Agency Fee. When an applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Independent Travel Agents and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.

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4. PLAN FOR SECURING PERFORMANCE OF LISTED TRAVEL AGENTS. The Association will arrange coverage to secure the performance by ~~{Listed Travel}~~ [Affiliated] Agents of their obligations to Members by either engaging a bonding company or establishing a Security Fund under the direction of an Administrator. Such Plan may, from time to time, be changed by the Association. Proof of claims against ~~{a Listed}~~ [an Affiliated] Agent shall be filed in accordance with such instructions as are issued by the Association from time to time. Such claims shall be for the net amount of sales. Any remuneration due to the Agent after a default situation shall revert to the Administrator paying the claim as salvage.

5. CONDITIONS FOR AGENCY AFFILIATION. The Conditions governing the relationship between ~~{Listed}~~ [Affiliated] Agents and Association Members are set forth in CLIA's new member kit and, upon request, are available for an applicant's advance review. These Conditions are as follows:

(a) ACCOUNTABILITY - You are responsible to account for proprietary documents of Member Cruise Lines and to maintain records relating to Member Cruise Lines' transactions. Such accounting and records will be available for review by the Member Cruise Line concerned during normal business hours.

(b) TICKETING, REMITTANCES, AND REMUNERATION - In accordance with each Member Cruise Line's policies.

(c) PROMOTION - You may display the CLIA seal on your promotional pieces related to the development of the business of Member Cruise Lines and are encouraged to do so. Of course, such promotional pieces should conform to truth and good taste. You are responsible for the accuracy of your promotional pieces and for compliance with applicable governmental requirements. CLIA will make every attempt to assist you when and where possible. [The CLIA seal, trademarks, intellectual property and marketing, promotional or educational materials and information created or developed by CLIA may be used only in connection with the marketing and promotion of cruises of Member Cruise Lines, and for no other purpose, including marketing or promotion of any other cruises or non-cruise products or services. Affiliated travel agencies may not sublicense, assign or provide such seal, trademarks, intellectual property, materials or information to any third parties, including affiliates or associates, without CLIA's written authorization.]

(d) CHANGES AFFECTING THE STATUS OF YOUR AGENCY - In order to assist us in the accurate maintenance of our records, promptly advise us of any changes which alter the data you have provided in your application. If a change of ownership occurs, the new owner must meet

the requirements for Agency listing. A change affecting ownership may require payment of a new Annual Agency Fee, as set forth in the

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{Statement of Policy and Procedure on file and available for review at the principal office of CLIA and at the offices of each Member Cruise Line. We will advise you further of those instances as they may become applicable to you.}

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(e) TERMINATION OF YOUR AFFILIATION - Whenever requested by you the affiliation of your Agency can be terminated. To insure a request for termination is accurately transmitted, please notify us in writing. Unfortunately, your Annual Agency Fee cannot be refunded. In addition, any of the following circumstances ~~could~~ may, in the sole discretion of CLIA, result in an involuntary termination of affiliation without refund of your Annual Agency Fee: (1) bankruptcy; (2) insolvency; (3) failure to effect timely payments to the Member Cruise Lines and/or timely refunds to your clients; (4) absconding; (5) the mishandling of funds or proprietary documents exchanged through you, which funds or proprietary documents you agree to hold in trust; ~~or~~ (6) a breach of any Agency Condition; (7) misappropriation or conversion of client funds; (8) misrepresentation, misappropriation or misuse of CLIA's name, seal, trademarks, or any CLIA materials provided to you for the purpose of promoting its Member Cruise Lines; or (9) any illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations which are harmful to the cruise industry relationships between Member Cruise Lines and travel agencies or prospective passengers. Additionally, and understandably, should you ~~not respond to our invoicing for payment of the Annual Agency Fee, your~~ affiliation will automatically lapse. Failure to pay the Annual Agency Fee in a timely manner will result in automatic termination of your affiliation.

(f) YOUR RIGHTS - Should an event occur which presents grounds for involuntary termination, you will be notified and given the opportunity to address the allegations prior to a declaration of involuntary termination. In the event that your affiliation actually involuntarily terminated, you again will be notified and will be given the opportunity to receive a review and a reinstatement. The procedure for notice, review, and reinstatement are contained in the Statement of Policy and Procedure on file and available for review at the principal office of CLIA and at the offices of each Member Cruise Line.

(g) OUR RIGHTS - In the unlikely event that your affiliation should be involuntarily terminated as provided above, you agree to hold harmless the Association and any of its Member Cruise Lines and their respective officers and employees for any loss, injury or damage related to a declaration of involuntary termination. You further agree to indemnify the Association and any of its Member Cruise Lines for any losses they may sustain as a result of the loss of documents or funds for which you have responsibility. Additionally, no claim for loss, injury or damage shall be made against the Association or its Member Lines regarding any good faith communication made in connection with the processing of an application for Affiliation. The rights of the Association and its Member Cruise Lines which will affect your dealings with them as an affiliated Agency are contained in the Statement of Policy and Procedure on file and available for review at

the principal office of CLIA and at the offices of each Member Cruise Line.

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(h) NON-AFFILIATED AGENCIES - As part of the democratic process as it may relate to restraint of trade, we both agree that we cannot debar Agencies which choose not to subscribe to these Conditions and Member Cruise Line Companies from doing business with one another any terms to which they may agree.

STATEMENT OF POLICY AND PROCEDURE

(To be maintained at the principal office
of CLIA and at the offices of Member Cruise Lines;
available to Applicants and to Listed Agents upon request)

A. AGENCY FEES.

An Annual Agency Fee of U.S. ~~\$170.00~~ \$219.00, the levels of which may be changed from time to time by the Association, shall be collected for each location on or before the commencement of each fiscal year. When the Association is notified of a change in the form of ownership or in control, or the ability to control management of the Agency, a new Annual Agency Fee will be collected from the new owners for each Agency location affected.

B. THE RIGHTS OF AFFILIATED AGENTS.

1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should the Association determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Agency shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should the Association thereafter determine that involuntary termination is warranted, the Member Companies and the Agent shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.

2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Agent's affiliation for any of the causes listed in Condition (e) to Conditions for Agency Affiliation shall be deemed sufficient cause for cancellation and removal of the Agent's name from the Master List of Independent Travel Agents.

3. OPPORTUNITY FOR REVIEW. The Agent will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Agent must exercise such right within fifteen (15) days from the date of the Association's certified mail notice.

APPENDIX B

ORGANIZATION AND FUNDING1. ORGANIZATION.

A. Managing Committee. The governing body of the Association shall be the Managing Committee which shall consist of a designated representative of each Member Company who shall be empowered to act and make binding decisions on behalf of his company.

B. Officers. A Chairman, a Vice-Chairman, ~~{three}~~ [four] At-Large Committee Members, and such other officers as may be required shall be elected from among the Member Companies by the Managing Committee and each shall serve a term of office of 24 months and may be re-elected for one continuing term, except for the Chairman, whose term of office, as Chairman, and the Vice-Chairman, whose term as Vice-Chairman, will be limited to one two-year period. The terms of office of Chairman and Vice-Chairman shall commence on July 1 of even numbered years. In the event a Chairman resigns, the Vice-Chairman will replace the outgoing Chairman, for the following term of office: the remainder of the Chairman's term plus two years, if the remainder of the term is less than 18 months; or, the remainder of the Chairman's term, if the remaining term is greater than 18 months. The terms of office of At-Large Committee Members will commence on July 1 of odd years. Only officially designated Member Line representatives are eligible for the offices of Chairman, Vice-Chairman, and At-Large Committee Member. ~~{An outgoing Chairman is not eligible for the offices of Vice-Chairman or At-Large Committee Member for a two year period.}~~ The President of the Association shall be employed pursuant to contract terms.

C. Committees.

(1). Executive Committee. There shall be an Executive Committee comprised of the Chairman, the Vice-Chairman, the ~~{three}~~ [four] At-Large Committee Members, [and] the Marketing Committee's Chairman, ~~{none}~~ [no more than two] of whom may be employees or officers of the same Member Company or related Member Companies (defined as having 25% or more common ownership) ~~{, and the}~~ [. The] President of the Association [shall be a non-voting member of the Executive Committee. The Chairman and the Vice Chairman of the Executive Committee may not be employees or officers of the same Member Company or related Member Companies]. If, for whatever reason, more than ~~{one}~~ [two] Executive Committee ~~{position is}~~ [positions are] held by representatives of the same Member Company or related Member Companies, all but ~~{one position}~~ [two positions] must be resigned immediately. Vacancy(ies) in the Executive Committee positions will be filled in accordance with the procedures applicable to resignation of the committee member as stated in paragraphs 1(B) and 1(C) (2) of this Appendix B, or, where no procedure is stated, at the next Managing ~~{Committee meeting based on Nominating Committee recommendations. The Executive Committee will oversee the Association's operating activities between meetings and will maintain the financial integrity of the}~~ Committee meeting based on

Nominating Committee recommendations. In the interim, the Executive Committee will continue at a reduced level until the position is filled. The Executive Committee will oversee the Association's operating activities between meetings and will maintain the financial integrity of the

approved Managing Committee Plan and Budget. Plan variances in excess of 10% of the aggregate revenue or expense will require approval of the full Managing Committee. All policy matters will be approved by the full Managing Committee in order to become accepted policy.

(2). Marketing Committee. There shall be a Marketing Committee, comprised of representatives of Member Companies, which will provide for geographic and product representation. The Executive Committee will appoint a Chairman of the Marketing Committee, who shall serve a term of office of 24 months, commencing on July 1 of even numbered years. In the event of the resignation of a Marketing Committee Chairman, the Executive Committee will appoint an acting Chairman of the Marketing Committee to serve the remainder of the Chairman's term of office. All Members of the Marketing Committee may serve for successive one-year terms. Although the Managing Committee the governing body of the Association and as such is the ultimate decision-making authority, the Marketing Committee has the authority to implement programs it has planned which have been conceptually approved by the Managing Committee. [At no time may the Chairman of the Marketing Committee and the Chairman of the Executive Committee be from the same Member Company or related Member Companies. If a Corporate or voluntary personnel change creates a situation in which the previous sentence is violated, then either the Chairman or the Marketing Committee or the Chairman of the Executive Committee must resign immediately. The Nominating Committee will then nominate a candidate for action at the next Managing Committee Meeting.]

(3). Nominating Committee. There shall be, as necessary, a Nominating Committee, responsible for recommending candidates for the offices of Chairman, Vice-Chairman, and At-Large Committee Member to the Managing Committee. The Nominating Committee shall be comprised of all past Chairmen of the Association, and such additional members, selected by the Nominating Committee Chairman, as necessary to insure representation by all sizes of Member Lines. The immediate past Chairman of the Association shall serve as the Nominating Committee Chairman. Members of the Committee must be officially designated Member Line representatives.

(4). Other Committees. Additional standing or temporary committees may be created and assigned duties by the Managing Committee or Executive Committee as considered necessary. Unless otherwise agreed, the findings of such additional committees shall be recommendatory only.

{* 5 moved from here; text not shown}

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[** 5] D. Staff Officers. The Managing Committee may appoint Staff Officers of the Association who shall be employees of the Association. Under the direction of the Managing Committee and/or the Executive Committee and/or the Marketing Committee, as appropriate, the shall be responsible for fulfillment of such assigned duties as are consistent with the purposes of the Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the below listed parties, constituting the Member Lines of the Cruise Lines International Association ("CLIA"), have caused these modifications to: Eighth Revised Pages No. 3, 4, and 5; First Revised Pages 9 and 10; new Page 10a; Fourth Revised Page A-1, A-2, A-3; new Pages A-2a and A-3a; Second Revised Page B-1; Second Revised Page B-2; and new Page B-2a of FMC Agreement No. 203-010071-025 to be executed on their behalf by their authorized representative, James G. Godsman, President of CLIA, this 17th day of July, 1998. The modifications amend Article 3 - "Parties to the Agreement;" Article 5 - "Agreement Authority;" Article 7 - "Membership, Withdrawal, Readmission and Expulsion;" Appendix A; and Appendix B with respect to administrative and other matters duly approved by the CLIA Member Lines.

American Hawaii Cruises
Bergen Line, Inc.
Carnival Cruise Lines
Celebrity Cruises, Inc.
Commodore Cruise Line
Costa Cruise Lines
Crystal Cruises
Cunard
Delta Queen Steamboat Co.
Disney Cruise Line
First European Cruises
Holland America Line
Mediterranean Shipping Cruises
Norwegian Cruise Line
Orient Lines, Inc.
Premier Cruises
Princess Cruises
Radisson Seven Seas Cruises
Regal Cruises
Royal Caribbean International
Royal Olympic Cruises
Seabourn Cruise Line
Silversea Cruises
Windstar Cruises



James G. Godsman, President of CLIA
and duly authorized representative
of the CLIA Member Lines